

Services Agreement

of the

National Institute of Ethics

This Agreement is entered into on this 15th day of September, 2006 by and between the Montana Department of Corrections, hereinafter referred to as "AGENCY" and The National Institute of Ethics, Inc a 501c3 federal nonprofit corporation (hereinafter referred to as "NIE").

NIE will present exceptional instruction for the two-day, *Integrity Leadership for Corrections* course to be held June 5 & 6 2007. The instructor will be Neal E. Trautman, Ph.D.

NIE will provide, for no additional fee:

- Comprehensive (400+ page) Ethics Instructor Certification Seminar manual, (on CD), with copyright permission for students to copy and use within their own agency,
- Extensive ethics training materials (on CD) with permission for students to use within their own agency,
- Comprehensive (250+ page) Integrity Leadership for Corrections Seminar manual, (on CD), with copyright permission for students to copy and use within their own agency,
- Analyze the confidential surveys of corrections personnel (up to 500 surveys) and summarize the findings.

NIE will make all necessary travel arrangements.

AGENCY will provide an adequate classroom setting, along with use of AV equipment as needed by instructor (television, VCR, Powerpoint™ projector and flip chart or markerboard).

AGENCY will pay a fee of \$5,400

\$4,900

Additional fee for the unusually high number of seminar participants. All will receive the full seminar manual.

\$ 500

Instructor Travel Fee

\$1,000

Grand Total

\$6,400

AGENCY agrees to hold harmless and indemnify NIE, its instructors and employees, from and against any and all actions, suits, damages, liability and other proceedings which may arise as a result of performing services reflective of NIE training.

Agency shall neither hold harmless nor indemnify NIE for any such claims or arising from or caused by the negligence or willful acts or omissions of NIE, its employees or agents. Furthermore, Agency's obligation hereunder is subject to and contingent upon NIE providing to Agency notice of any and all claims upon which NIE will reply upon this indemnification, within 30 days of learning the claim (s).

AGENCY agrees to adhere to copyright laws and will have the right to use said manuals and materials for training within their immediate agency. Any re-production or use of materials outside of immediate agency must be approved in writing by NIE.

AGENCY agrees to provide fee payment to the NIE prior to the last day of each seminar or training trip, for the concerned instructor.

IN WITNESS WHEREOF, the two parties signify their agreement and understanding of the above statement of scope of services and guidelines by signatures affixed below on this 4th day of October, 2006.

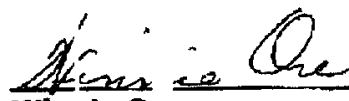
Neal Trautman, Ph.D.
Director
National Institute of Ethics, Inc.
100 Maple Cove
Long Beach, MS 39560



Neal Trautman, Ph.D.

Date: 11/24/06

Winnie O'Shea
Chief, Staff Development and Training
Montana Department of Corrections



Winnie O'Shea

Date: 11/13/06

Remit To Address:
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